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RWS Enterprises Which Will Do Business
In California As Kiddie Kandids, Inc

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

JACQUELYN HARRIS, LORA MOTE,
and COURTNEY COLIANNA, on behalf
of themselves and all others similarly
situated,

Plaintiffs,

vs.

RWS ENTERPRISES WHICH WILL DO
BUSINESS IN CALIFORNIA AS
KIDDIE KANDIDS, INC, and DOES 1
through 50, inclusive,

Defendants.

Case No. C08-00852 (MEJ)

CLASS ACTION

**JOINT ~~PROPOSED~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
APPLICATION FOR AWARD OF
ATTORNEYS' FEES AND EXPENSES,
CLASS REPRESENTATIVES'
ENHANCEMENTS, AND CLAIMS'
ADMINISTRATION FEES**

Hon. Mag. Judge Maria Elena James

Date: June 18, 2009

Time: 10:00 AM

ORDER CLOSING FILE

1 This matter having come before the Court on June 18, 2009 for the Final Approval
2 Hearing on the parties' Class Action Settlement Agreement and Stipulation ("Stipulation"), due
3 and adequate notice having been given to Class Members as required by the Court's Order
4 Granting Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval
5 Order") dated May 21, 2009, and the Court having considered all the papers filed and
6 proceedings herein, having received no objections to the Settlement, having determined that the
7 Settlement is fair, adequate and reasonable, and otherwise being fully informed, good cause
8 appearing therefore, it is hereby ORDERED AS FOLLOWS:

9 1. All terms used herein shall have the same meaning as given them in the
10 Stipulation.

11 2. The Court has jurisdiction over the subject matter of this proceeding and
12 over all Parties to this proceeding, including all Class Members.

13 3. The Court hereby certifies the Settlement Class, as set forth in the
14 Stipulation, for purposes of this Settlement only.

15 4. Distribution of the Notice and Workweek Computation Form directed to
16 the Class Members as set forth in the Stipulation has been completed in conformity with the
17 Preliminary Approval Order, including individual notice to all Class Members who could be
18 identified through reasonable effort, and the best notice practicable under the circumstances.
19 The Notice provided due and adequate notice of the proceedings and of the matters set forth in
20 the Preliminary Approval Order, including the proposed Settlement as set forth in the
21 Stipulation. The Notice provided adequate and appropriate notice to all persons entitled to such
22 Notice, and therefore fully satisfied the requirements of due process. All Class Members and all
23 Settled Claims are covered by and included within the Settlement and within Final Approval
24 Order.

25 5. The Court hereby finds the Settlement was entered into in good faith and
26 further finds that the Settlement is fair, reasonable, and adequate, and that Plaintiffs have
27 satisfied the standards and applicable requirements for final approval of this class action
28 Settlement under Federal Rule of Civil Procedure 23.

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1 6. The Court hereby approves the Settlement as set forth in the Stipulation
2 and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the
3 parties to effectuate the Settlement according to the terms set forth in the Stipulation. The Court
4 finds that the Settlement has been reached as a result of intensive, serious, and non-collusive
5 arms-length negotiations. In granting final approval of the Stipulation, the Court considered the
6 nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of
7 settlement proceeds among the Settlement Class Members, and the fact that a settlement
8 represents a compromise of the parties' respective positions rather than the result of a finding of
9 liability at trial. Additionally, the Court finds that the terms of the Stipulation have no obvious
10 deficiencies and do not improperly grant preferential treatment to any individual Class Member.
11 The Court also finds that the Settlement Class has been properly certified for settlement purposes
12 only.

13 7. As of the date of this Final Order and the effective date as set forth in the
14 Stipulation, each and every settled claim of each Class Member who did not timely opt-out is
15 and shall be deemed to be conclusively released as against the Released Parties (as defined in the
16 Stipulation). Except as to such rights or claims that may be created by the Settlement, all Class
17 Members as of the date of this Final Order and the effective date who did not timely opt-out are
18 hereby forever barred and enjoined from prosecuting any of the released claims against any of
19 the Released Parties.

20 8. Neither the Settlement nor any of the terms set forth in the Stipulation
21 constitute an admission by Defendant, or any of the other Released Parties, of liability to the
22 Plaintiffs or any Class Member, nor does this Final Approval Order constitute a finding by the
23 Court of the validity of any of the claims alleged in the Lawsuit, or of any liability of Defendant
24 or any of the other Released Parties.

25 9. The Court hereby finds the total settlement amount provided for in the
26 Settlement to be fair, reasonable and adequate.

27 10. The Court hereby confirms The Law Office of Michael Adams, and the
28 Law Office of Randall Crane as Class Counsel.

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11. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument set forth in Class Counsel's application, an award of attorneys' fees in the aggregate amount of \$33,000.00 and for costs and expenses in the aggregate amount of \$1,000 as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is hereby granted. The Court finds that Class Counsel's request falls within the range of reasonableness and that the result achieved justifies the award. The payment of fees and costs to Class Counsel shall be made in accordance with the terms of the Stipulation.

12. The Court also hereby approves as Class Representatives and orders payments to named Plaintiffs Jacquelyn Harris, Lora Mote, and Courtney Colianna for their service as a Class Representatives and in consideration for the general release of their claims against Defendant, in the sum of \$6,500.00 each. The payment of the Class Representatives' enhancements shall be made in accordance with the terms of the Stipulation.

13. The Court hereby authorizes and directs the Settlement Administrator to calculate any payments for all Class Members, and to proceed with distribution in accordance with the terms of the Stipulation.

14. The Court further approves the payment of up to \$10,000.00 to Simpluris, Inc./Class Action Administration for the costs of administering the Settlement as set forth in the Stipulation. The payment authorized by this paragraph shall be made in accordance with the terms of the Stipulation.

15. The Court hereby dismisses the class claims and Plaintiff's individual claims with prejudice. Without affecting the finality of the Settlement or the Judgment to be entered hereon, this Court shall retain exclusive and continuing jurisdiction over the Lawsuit and the Parties, including all Class Members, for purposes of enforcing and interpreting the Settlement, this Order and the claims process established therein.

16. The Court hereby finds that Defendant has complied with the notice requirements set forth in 28 U.S.C. § 1715 and, therefore, the noncompliance rights set forth in 28 U.S.C. § 1715(e) are not applicable.

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1 **IT IS SO ORDERED.**

2 Dated: June 1, 2009

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4 HONORABLE Judge Maria Elena James
5 UNITED STATES DISTRICT JUDGE
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